

*Contract no. ~~1083~~ 1102*

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AGREEMENT

JUN 23 1992

Between

RUTGERS UNIVERSITY

, TOWNSHIP OF FREEHOLD  
MONMOUTH COUNTY, NEW JERSEY

and

TEAMSTERS INDUSTRIAL AND ALLIED WORKERS UNION, LOCAL 97

---

January 1, 1990 through December 31, 1992

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GERALD L. DORF, P.C.  
2376 St. Georges Avenue  
Rahway, New Jersey 07065

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE .....	1
I	RECOGNITION .....	2
II	MANAGEMENT RIGHTS .....	3
III	GRIEVANCE PROCEDURE .....	5
IV	HOURS AND OVERTIME .....	10
V	HOLDIAYS .....	12
VI	VACATIONS .....	14
VII	PERSONAL DAYS .....	15
VIII	SICK LEAVE .....	16
IX	HOSPITALIZATION AND LIFE INSURANCE ....	19
X	PENSION PLAN .....	21
XI	UNIFORMS .....	22
XII	SALARIES, CERTIFICATION & LICENSES.....	23
XIII	CALL-IN PAY .....	24
XIV	STANDBY PAY .....	25
XV	LONGEVITY .....	26
XVI	MAINTENANCE OF OPERATIONS .....	27
XVII	AGENCY SHOP AND DUES CHECK OFF .....	29
XVIII	EMERGENCIES.....	33
XIX	SEPARABILITY AND SAVINGS .....	34
XX	FULLY BARGAINED PROVISIONS .....	35
XXI	TERM AND RENEWAL .....	36

PREAMBLE

This AGREEMENT entered into this 30th day of April, 1990, by and between the TOWNSHIP OF FREEHOLD, in the County of Monmouth, New Jersey, a municipal corporation of the State of New Jersey, (hereinafter called the "Township"), and TEAMSTERS INDUSTRIAL AND ALLIED WORKERS UNION, LOCAL 97, with offices located at 853 Mount Prospect Avenue, Newark, New Jersey 07104, (hereinafter called the "Union"), represents the complete and final understanding on all bargainable issues between the Township and the Union.

ARTICLE I  
RECOGNITION

A. The Township recognizes the Union as the sole and exclusive representative for the purposes of collective negotiations for all full time blue collar employees employed by the Township's Department of Public Works, but excluding probationary employees, supervisors, managerial executives, confidentials, police, fire and craft employees and all other Township employees.

B. Whenever titles are used in this Agreement, they shall be defined to include the plural as well as the singular and to include males and females.

ARTICLE II  
MANAGEMENT RIGHTS

A. The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The executive management and administrative control of the Township Government and its properties and facilities and activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

2. To make rules of procedure and conduct, to introduce and use new and improved methods and equipment, to contract out for goods and services, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

3. The right of management to make, maintain and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, safety and/or the effective operation of the Department after advance notice thereof to the employees and to require compliance by the employees is recognized.

4. To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of

Management Rights (continued)

continued employment, or assignment, and to promote and transfer employees.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.

6. To layoff employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient, and non-productive or for other legitimate reason.

7. The Township reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficiency and effective operation of the Department.

8. The Township retains the right to subcontract any or all of the work performed by employees covered by this Agreement.

B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Township of its rights, responsibilities and authority under R.S. 40A, or any other national, state, county or local laws or regulation.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.

2. Nothing herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Department.

B. Definition

The term "grievance" as used herein means the interpretation, application or violation of this Agreement and may be raised by an individual, the Union on behalf of an individual or individuals, or the Township. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder shall be pursuant to the grievance and arbitration procedure provided.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, with the exception of Township initiated grievances which will proceed in accordance with Section D, and shall be followed in its entirety unless any step is waived by mutual consent:

Grievance Procedure (continued)

Step One:

The Union on behalf of an aggrieved employee or employees of the Township shall institute action under the provisions hereof within ten (10) calendar days of the occurrence of the grievance, and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor, for the purpose of resolving the matter informally. Failure to act within said ten (10) calendar days shall be deemed to constitute an abandonment of the grievance.

The supervisor shall render a decision within ten (10) calendar days after receipt of the grievance.

Step Two:

If the grievance is not settled at the first step, the grievant may make written request for a second step meeting within ten (10) calendar days after the answer at the first step, except that in disciplinary action grievances, the request for a second step meeting shall be made within ten (10) calendar days after the answer is received at the first step. The Township Administrator, or his designee, shall set a meeting within ten (10) calendar days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Township Administrator and the Union representative and the Union Attorney, if requested by the grievant. The Township Administrator's answer to the second step shall be delivered to the Union within ten (10) calendar days after the meeting.

Grievance Procedure (continued)

Step Three:

If the aggrieved person is not satisfied with the handling or result of the grievance on the second level, he may within ten (10) calendar days notify the Township Committee that he wishes to have them rule on the aggrieved matter. A meeting shall be set within thirty (30) calendar days after the Township Committee has received the request that it rule on the matter. At such meeting, the aggrieved may appear with a representative of the Union and the Union Attorney, if requested by the grievant. The Township Committee's answer at the third step shall be delivered to the Union within ten (10) calendar days after said meeting.

Step Four:

a. Should the aggrieved person be dissatisfied with the decision of the Township Committee with respect to discipline matters, such person may file, where appropriate, for Civil Service review.

b. (1) Disciplinary matters are not covered by this grievance procedure.

(2) Grievances with respect to administration of the merit system may proceed only to the Township Administrator.

(3) Other grievances (other than b(1) and (2) above) involving the interpretation, application or violation of this Agreement may proceed to arbitration as noted below.

Grievance Procedure (continued)

c. Matters concerning grievances noted in b(3) above may be pursued by the Union on behalf of an employee or group of employees if the Union is not satisfied with the result of level three by filing a demand for arbitration with the Public Employment Relations Commission and a copy to the Township within fifteen (15) calendar days after receipt of the Township Committee's answer at step three.

(1) The arbitrator shall be selected in accordance with the rules and regulations of the Public Employment Relations Commission.

(2) The arbitrator shall conduct a hearing and shall render his decision in writing with findings of fact and conclusions.

(3) The arbitrator shall not add to, subtract from, modify or mend in any way this Agreement.

(4) Only one (1) issue or grievance may be submitted to an arbitrator unless the parties agree otherwise.

(5) The cost of the arbitrator will be borne equally by the Union and the Township and all other expenses incurred by either side, including the presentation of witnesses, will be borne by the side incurring same.

D. Township Grievances

Grievances initiated by the Township shall be filed directly with the Association within ten (10) calendar days after

Grievance Procedure (continued)

the event giving rise to the grievance has occurred. A meeting shall be held within ten (10) calendar days after the filing of the grievance between representatives of the Township and the Union and its Attorney in an earnest effort to adjust the differences between the parties.

ARTICLE IV  
HOURS AND OVERTIME

A. The normal working week shall consist of five (5) consecutive days, eight (8) hours per day for a total of forty (40) hours per week.

B. Employees in the employ of the Township at the date of signing of this Agreement who work on a five-day week operation will continue to work on a Monday through Friday schedule. Those employees who work on a seven-day week operation may be scheduled to work any five (5) consecutive days. Any new employees hired by the Township after the date of signing of this Agreement, whether on a five-day or seven-day week operation, may be scheduled to work any five (5) consecutive days.

C. All work performed in excess of forty (40) hours per week shall be considered overtime.

1. Paid sick time, vacations, holidays and personal leave will count as time worked for the purposes of overtime.

2. Scheduled Saturday and Sunday overtime work will be for a minimum of four (4) hours. Employees scheduled to work who do not report for such work will be subject to discipline.

D. Employees working overtime will receive compensation at the rate of time and one-half (1½) their regular straight time pay for each such hour worked.

E. Overtime shall be distributed as equitably as possible provided the employee has the ability to do the work, and all employees shall be expected to work a reasonable amount of overtime when requested.

Hours and Overtime (continued)

- F. There shall be no pyramiding of overtime.
- G. In times of emergency, all employees are subject to call unless they are on sick leave.

ARTICLE V

HOLIDAYS

A. The following holidays shall be recognized:

1. New Year's Day
2. Martin Luther King's Birthday
3. Lincoln's Birthday
4. Washington's Birthday
5. Good Friday
6. Memorial Day
7. Independence Day
8. Labor Day
9. Columbus Day
10. General Election Day
11. Veteran's Day
12. Thanksgiving Day
13. Day after Thanksgiving
14. Christmas Day

B. When a holiday falls on a Saturday, it shall be celebrated on a day selected by the employee and approved by the Department Head. Holidays falling on Sunday shall be celebrated on the following Monday.

C. Employees shall not be entitled to holiday pay unless they work the regularly scheduled day of work immediately preceding and immediately following the holiday, except if such employee has been excused by the Township under such circumstances as approved vacation time, sick time or personal time. Employees

Holidays (continued)

absent from work due to sickness on the regularly scheduled day  
of work immediately preceding and immediately following the holi-  
day shall furnish a medical certificate for such absence.

ARTICLE VI

VACATIONS

A. Paid vacation leave shall be allowed each employee based upon years of continuous service according to the following schedule:

1. Up to the end of the first calendar year, one (1) vacation day for each complete month of service for a maximum of ten (10) days;
2. From the beginning of the first full calendar year of service through the ninth (9th) year of service, twelve (12) vacation days;
3. After nine (9) years of service and through nineteen (19) years of service, fifteen (15) vacation days;
4. After nineteen (19) years of service, twenty (20) vacation days.

B. Vacation entitlements are to be determined as of January 1 of each year.

C. Vacation allowance must be taken during the current calendar year and reasonable efforts will be made to give the employee the time of his choosing unless the Township determines that the vacation cannot be taken because of pressure of work. Any unused vacation resulting from the pressure of work as determined by the Township may be carried forward into the next succeeding year only.

ARTICLE VII  
PERSONAL DAYS

A. Each full-time employee covered by this Agreement shall receive personal days at eight (8) hours straight time during each year of this Agreement as follows:

after one (1) to nine (9) months inclusive -- one day;

after nine (9) to twelve (12) months inclusive -- two days.

B. Personal days must be taken in whole days only.

C. Personal day entitlements are to be determined as of January 1 of each year.

D. Requests for such personal days will be made in writing to the employee's supervisor, not less than three (3) calendar days in advance of the day, except in cases of emergency.

## ARTICLE VIII

### SICK LEAVE

#### A. SERVICE CREDIT FOR SICK LEAVE

1. All permanent employees or full-time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family or for the attendance of the employee upon the member of the immediate family who is seriously ill. Use by an employee of sick leave because of death in the employee's immediate family will not affect the employee's evaluation.

3. For the purpose of this Article, immediate family means father, mother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, spouse, child, foster child, sister or brother of the employee. It shall also include relatives of the employee residing in the employee's household.

4. Such sick leave shall not include any extended period where the employee serves as a nurse or housekeeper during this period of illness.

#### B. AMOUNT OF SICK LEAVE

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of one (1) working day per month during the remainder of the first calendar year of employment

Sick Leave (continued)

after initial appointment and fifteen (15) days in every calendar year thereafter.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment. Upon termination, the Township shall certify to the Department of Civil Service the employee's accumulated sick leave which shall be made part of the employee's permanent record.

C. REPORTING OF ABSENCE ON SICK LEAVE

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notice must be made prior to the employee's starting time.

a. Failure to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. VERIFICATION OF SICK LEAVE

1. An employee who shall be absent on sick leave for five (5) or more consecutive working days may be required to submit acceptable medical evidence substantiating the illness.

Sick Leave (continued)

a. An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence of any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring recurring absences of one (1) day or less in which case only one (1) certificate shall be necessary for a period of six (6) months.

b. The Township may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable and warranted under the circumstances. Abuse of sick leave shall be cause for disciplinary action.

2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.

3. The Township may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the Township, by a physician chosen by the employee from a panel of physicians designated by the Township. Such examination shall establish whether the employee is capable of performing his normal duties and that his return will not jeopardize the health of other employees.

## ARTICLE IX

### HOSPITALIZATION AND LIFE INSURANCE

A. The Township will provide enrollment benefits in the State Health Benefits Plan, which will be the 14/20 New Jersey Blue Cross/Blue Shield Plan, effective May 1, 1982, for all employees and their family as defined by the insurance carrier, who have been on the payroll for two (2) months of continuous service at the beginning of the third (3rd) month of employment or as soon thereafter as possible under the provisions of the Plan.

B. The employee at his option may request enrollment in an HMO plan. The Township will pay the cost of such plan up to the amount which it pays for the State Health Benefits Plan noted in Section A above. Any HMO premium charges beyond such cost will be borne by the employee.

C. The Township will continue to provide for each member of the Department the current group accidental death and disability coverage for the life of this Agreement. The aforementioned coverage shall be not less than seven thousand five hundred (\$7,500.00) dollars.

D. Dental Insurance - The Township will provide Blue Cross Dental Insurance to EMPLOYEE ONLY under the "Executive Plus" (25-99 Group) as per brochure, with features noted. Coverage to be provided within ninety (90) days of approved agreement.

E. The Township will pay seventy-two (\$72.00) dollars per calendar year into a prescription plan for employees who elect

Hospitalization and Life Insurance (continued)

coverage with the employee to pay the balance of the costs of such plan.

F. The Township may, at its option, self insure or change any of the foregoing plans or carriers so long as substantially similar benefits are provided.

ARTICLE X  
PENSION PLAN

The Township shall continue for the lifetime of this Agreement to pay the Township's portion of the pension costs under the Public Employee's Retirement System of New Jersey in effect at the signing of this Agreement.

ARTICLE XI

UNIFORMS

A. The Township shall continue to provide uniforms or uniform service without cost to the individual employee. The uniform issue will be as determined by the Township. The cost of uniform cleaning will be assumed by the individual employee.

B. Commencing in 1991, uniforms will be provided or uniform service utilized on or about March 1 of each year. A salvage system will be utilized and employees will be required to turn in unserviceable uniforms for replacement.

C. Employees must report for work in uniform and will be subject to discipline for failing to do so.

## ARTICLE XII

### SALARIES, CERTIFICATION AND LICENSES

A. The following salary increases will be paid on the employee's anniversary date:

1. 1990 - 6.5%
2. 1991 - 6.25%
3. 1992 - 6.25%

B. Department of Personnel Certification

1. Any employee who is hired with a Department of Personnel Certification will receive five (5%) percent above the starting salary rate.

2. An employee who achieves a Department of Personnel Certification while in the employ of the Township will receive a five (5%) percent increase upon achieving such certification.

3. Employees may be promoted to a higher pay grade noted in the Freehold Township Salary Ordinance and in addition will receive a minimum increase of five (5%) percent upon permanent certification by the Department of Personnel.

C. The Township retains the right to evaluate employees and to promote employee to higher classifications.

D. Licenses

1. Employees who hold or attain licenses noted below will receive additional per annum payments in the amounts indicated:

a. Driving - Articulated license or such other license as may be required for commercial use - \$500.00.

b.	<u>Water and Sewer</u>	
	Sewer, C-3	\$ 800.00
	T-1	800.00
	T-2	1,350.00
	W-1	350.00
	W-3	800.00

ARTICLE XIII  
CALL-IN PAY

A. Employees who are called in to work after having left the premises of the Township, at a time not contiguous to the employee's regular work time, will receive a minimum of two (2) hours' pay at the rate of time and one-half ( $1\frac{1}{2}$ ) for work performed during the call-in.

B. An employee called in to work under the circumstances noted in Section A above on New Year's Day, July 4th, Thanksgiving and Christmas, will receive a minimum of three (3) hours' pay at time and one-half ( $1\frac{1}{2}$ ) for work performed during the call-in.

ARTICLE XIV

STANDBY PAY

A. Employees who are required to standby for possible work assignments will receive payment in addition to their regular wages as noted below.

B. Standby time under the circumstances noted in Section A above will be paid as follows:

1. Monday through Saturday -- three (3) hours pay;
2. Sunday and holidays -- four (4) hours pay.

ARTICLE XV

LONGEVITY

A. In addition to the salary as noted in Article XII, longevity pay will be paid during the term of this Agreement.

B. The per annum longevity pay will be determined by the employment anniversary date as follows:

after five (5) years of service through the tenth (10th) year of service	\$ 400
from the eleventh (11th) year of service through the fifteenth (15th) year of service	\$ 600
from the sixteenth (16th) year of service through the twentieth (20th) year of service	\$ 800
from the twenty-first (21st) year of service through the twenty-fifth (25th) year of service	\$1,000
after the twenty-sixth (26th) year of service	\$1,200

## ARTICLE XVI

### MAINTENANCE OF OPERATIONS

A. It is recognized that the need for continued and uninterrupted operation of the Township's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operations.

B. The Union covenants and agrees that neither the Union nor any person acting in its behalf, will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithfull and proper performance of the employee duties of employment), work stoppage, slowdown, walkout or other job action against the Township. The Union agrees that such action would constitute a material breach of this Agreement.

C. The Union agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by any other employee or group of employees of the Township, and that the Union will publicly disavow such action and order all such members that participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

Maintenance of Operations (continued)

D. In the event of a strike, slowdown, work stoppage, or other activity aforementioned, it is covenanted and agreed that participation in any such activity by any employee covered under this Agreement shall entitle the Township to take any disciplinary action up to and including termination of the employment of such employee or employees.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Township in its right to seek and obtain such judicial relief as it may be entitled to have in Law or in equity for injunction or damages, or both, in the event of such breach by the Union or its members.

## ARTICLE XVII

### AGENCY SHOP AND DUES CHECK OFF

#### I. AGENCY SHOP

##### A. REPRESENTATION FEE

The Township agrees to deduct a fair share fee from the earnings of those employees who elect not to become a member of the Union and transmit the fees to the majority representative after written notice of the amount of the fair share assessment is furnished to the Township.

##### B. COMPUTATION OF FAIR SHARE FEE

The fair share fee for services rendered by the majority representative shall be in an amount equal to regular membership dues, initiation fees, and assessments of the majority representative, less the cost of benefits financed through the dues and available only to members of the majority representative, but in no event shall the fee exceed eighty-five percent (85%) of the regular membership fees, dues, and assessments. Such sum representing the fair share fee shall not reflect the cost of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that it is necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours, and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Township.

Agency Shop & Dues Check Off (continued)

C. CHALLENGING ASSESSMENT PROCEDURE

1. The Union agrees that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment, as in N.J.S.A. 34:13A-5.6.

2. In the event that the challenge is filed, the deduction of the fair share fee shall be held in escrow by the Township pending final resolution of the challenge.

D. DEDUCTION OF FEE

No fee shall be deducted for any employee sooner than:

- a. Thirtieth (30th) day following the notice of the amount of the fair share fee;
- b. Satisfactory completion of a probationary period;
- c. The tenth (10th) day following the beginning of employment for employees entering into work in the bargaining unit from reemployment lists.

E. PAYMENT OF FEE

The Township shall deduct the fee from the earnings of the employee and transmit the fee to the Union on a monthly basis during the term of this Agreement.

F. UNION RESPONSIBILITY

The Union assumes the responsibility for acquainting its members, as well as other employees affected by the representation fee, of its implications, and agrees to meet with employees affected upon request to answer any questions pertaining to this provision.

Agency Shop & Dues Check Off (continued)

G. MISCELLANEOUS

1. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon fair share information furnished by the Union or its representatives.

2. Any action-engaged in by the Union, its representatives or agents, which discriminates between non-members who pay said representation fee and members with regard to the payment of such fee other than as allowed under the law shall be treated as an unfair practice.

H. DUES CHECK OFF

1. Payroll deduction for dues to the Union from members who are employees of the Township covered by this Agreement shall be made by the Township upon the submission to the Township by the Union of notification from said employee authorizing the deduction of dues from their pay. The appropriate Township official shall forward said dues deductions to the Union at regular intervals. Employees may withdraw authority for deduction of dues. Any such written authorization to deduct dues may be withdrawn by the employee holding employment at any time by the filing of notice of withdrawal with the Township. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

Agency Shop & Dues Check Off (continued)

B. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, and suits or other forms of liability that shall arise out of or by reason of action taken by the Township in reliance upon the Union in supplying to it information concerning the names of the employees and the amount of dues to be deducted.

ARTICLE XVIII

EMERGENCIES

A. Snow Emergencies

Qualified employees of the Township will be called in on snow emergencies as they are able to be contacted so that such employees can commence their work in or about the time that outside contractors are working.

B. Meal Allowance

Meal allowance in all emergencies will be as follows:

- |    |           |         |
|----|-----------|---------|
| 1. | Breakfast | \$ 8.00 |
| 2. | Lunch     | 8.00    |
| 3. | Dinner    | 12.00   |

ARTICLE XIX  
SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XX

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXI  
TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1990 and shall remain in effect to and including December 31, 1992, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, no sooner than one hundred eighty (180) days nor later than one hundred twenty (120) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Freehold Township, New Jersey , on this 23rd day of May, 1990.

TEAMSTERS INDUSTRIAL AND  
ALLIED WORKERS UNION, LOCAL 97

By Arnold Ross  
Arnold Ross, President

Andrew D. Trause  
Andrew D. Trause  
Secretary/Treasurer

FREEHOLD TOWNSHIP  
MONMOUTH COUNTY, NEW JERSEY

By W.H. Ross  
W.H. Ross  
Mayor

ATTEST:  
M. Ziegler  
Representative

Albert M. Ziegler

ATTEST:  
Romeo DeJesus  
Township Clerk

Romeo DeJesus